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out license, that his contract with one who bought a picture stated that the purchaser agreed to also purchase a frame did not prevent the latter from testifying that the entire contract for the frame was made when the picture was delivered.

[Ed. Note.—For other cases, see Criminal Law, Cent. Dig. § 1029; Dec. Dig. § 447.* 10 Va.-W. Va. Enc. Dig. 682.]

2. Commerce (§ 40*)—Subject of Regulation—Sale of Goods.—The test whether a transaction constitutes interstate commerce is whether the subject-matter of the sale is within the jurisdiction of the state when the sale is made, so that where the purchaser of a picture was not bound to take a frame under his contract, but the sale of the frame was wholly completed within the state when the picture was delivered, its sale was not interstate commerce.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. § 29; Dec. Dig. § 40.* 7 Va.-W. Va. Enc. Dig. 866.]

Judgment affirmed. All the judges concur.

KIRK v. OAKLEY et al.

Sept. 9, 1909.

[65 S. E. 528.]

1. Judicial Sales (§ 52*)—Rights of Purchasers—Defects in Title.—While the doctrine of caveat emptor applies to judicial sales, a purchaser in good faith will be protected where objection is made to defects in title before confirmation, so that a purchaser who objected before confirmation of a judicial sale was entitled to have the rights of outstanding lienholders ascertained.

[Ed. Note.—For other cases, see Judicial Sales, Cent. Dig. §§ 100-103; Dec. Dig. § 52.* 8 Va.-W. Va. Enc. Dig. 688, 734, 824-5, 829.]

2. Judgment (§ 665*)—Conclusiveness.—In a proceeding by a purchaser at a judicial sale, before confirmation, to have alleged holders of outstanding liens brought in and their rights determined, a decree determining such rights was not binding, where the alleged lienors were not made parties.

[Ed. Note.—For other cases, see Judgment, Cent. Dig. § 1177; Dec. Dig. § 665.* 8 Va.-W. Va. Enc. Dig. 678, 688; 278.]

Judgment reversed and remanded. Keith, P., absent.

KNIGHT et al. v. GRIM et al.

Nov. 18, 1909.

[66 S. E. 42.]

1. Appeal and Error (§ 1039*)—Harmless Error—Prejudice—Defenses in Ejectment.—Error in refusing to require defendants in

*For other cases see same topic and section NUMBER in Dec. & Am. Digs. 1907 to date, & Reporter Indexes.